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Tarrant County Texas

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**D20846117**

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2 Pages

*Suzanne Henderson*

**NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT OF OIL, GAS AND MINERAL LEASE****STATE OF TEXAS****§****KNOW ALL MEN BY THESE PRESENTS:****COUNTY OF TARRANT****§****§**

WHEREAS, **American Eurocopter, L.L.C.**, whose address is 2701 Forum Drive, Grand Prairie, TX 75052 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated January 20<sup>th</sup>, 2006, unto **Dale Resources, L.L.C.**, whose address is 2100 Ross Avenue, Suite 1870, Dallas, Texas 75201, which is recorded as Instrument Number D206051042 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and thereafter all right, title and interest was conveyed unto **Chesapeake Exploration, L.L.C.** ("Lessee"), whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, in that certain Agreement of Sale and Purchase dated December 6, 2006, which is recorded as Instrument Number: D207165681 of the Official Records of Tarrant County, Texas; and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and remove the following paragraphs:

**"Pugh Clause: Notwithstanding the above, Lessee agrees to pool all of Lessor's acreage in any pooled unit formed hereunder. At the end of the primary term, Lessee will release all acreage as to all depths 100 feet beneath the deepest producing depth at the end of the primary term or any well being drilled or completed at the end of the primary term."**

**"11. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease, this lease has not been, or is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of \$600.00 multiplied by all of the net mineral acres subject to this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years."**

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows (i.e. the following paragraphs are inserted into the Lease in place of the paragraphs identified above):

**"Modified Pooling and Pugh Clause: Notwithstanding anything contained in this Lease to the contrary, Lessee shall have the right but not the obligation to pool all or any portion of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease; however lessee hereby guarantees that not less than 50% of lessor's net acreage will be included in the first pooled unit within which any portion of the leased premises is included. After the expiration of the primary term, this lease shall terminate as to any portion or portions of the leased premises which are not included within the producing unit established by Lessee."**

**"11. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease, this lease has not been, or is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of \$600.00 multiplied by all of the net mineral acres not held by production or otherwise held under the terms of this Lease. Said payment**

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or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the  
14<sup>th</sup> day of November, 2008, regardless of the actual date of execution and  
acknowledgment by any or all of the parties constituting the Lessor herein.

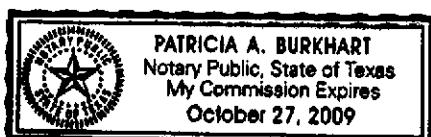
**LESSOR:**

By: ROMAIN TRAPP  
Name: ROMAIN TRAPP  
Title: EXECUTIVE VP & CFO

## **ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this the 14 day of November, 2008,  
by ROMAIN TRAPP.



**Notary Public, State of Texas**

**LESSEE:**

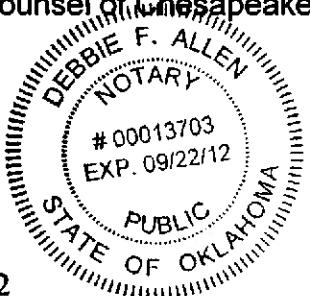
~~Chesapeake Exploration, L.L.C., an Oklahoma limited liability company~~

By: 

### Land and Legal & General Counsel

**COUNTY OF OKLAHOMA**

This instrument was acknowledged before me on this 10th day of  
December, 2008, by Henry J. Hood, as Senior Vice President - Land and Legal &  
General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability  
company.   
H. J. HOOD  
H. J. HOOD



Almira  
Notary Public

Record & Return to:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154